

principal place of business.

4. As a result of Defendants' actions, Plaintiff has suffered damages in excess of \$75,000.00, the exact amount of which is to be determined at trial.

5. Venue is proper in this Court under 28 U.S.C. §1391, as the defendant's principle place of business is located in Springfield, Missouri, attached as Exhibit A, and incorporated herein by reference.

FACTS

6. Plaintiff Big Pop's and Defendant Bass Pro entered into a Food Service Agreement, (the "Agreement") on August 1, 2016.

7. The term of the Agreement was for four years, beginning on August 1, 2016 and ending on July 31, 2020.

8. The Agreement states that Bass Pro has an obligation to order and purchase from Big Pop's a minimum of 150,000 pounds of alligator meat per year during the term of the agreement.

9. The Agreement states that the alligator meat shall be priced at \$8.70 per pound, so long as Bass Pro's annual orders do not exceed 175,000 pounds.

BREACH OF CONTRACT

Comes now Plaintiff Big Pop's and, as and for its complaint against Defendants Bass Pro, alleges and avers as follows:

10. Plaintiff restates, realleges, and hereby incorporates by reference, each and every allegation contained in Paragraphs 1 through 9 of this complaint as if set forth herein.

11. For each year of the Agreement's term, Bass Pro failed to purchase the minimum 150,000 pounds of alligator meat.

12. For the first year of the contract, August 1, 2016 to July 31, 2017, Bass Pro ordered

at most 93,256 pounds of alligator meat.

13. For the second year of the contract, August 1, 2017 to July 31, 2018, Bass Pro ordered at most 81,984 pounds of alligator meat.

14. For the third year of the contract, August 1, 2018 to July 31, 2019, Bass Pro ordered at most 67,200 pounds of alligator meat.

15. For the fourth year of the contract, August 1, 2019 to July 31, 2020, Bass Pro ordered at most 40,992 pounds of alligator meat.

16. Accordingly, Bass Pro breached the Agreement with Big Pop's, failing to purchase at least 316,568 pounds of meat during the full term of the Agreement.

17. As a result of Bass Pro's breach of the Agreement, Big Pop's has suffered damages in excess of \$75,000.

WHEREFORE, Plaintiff Big Pop's prays for judgment against Defendants Bass Pro and for damages in an amount to be established by the Court after hearing all the evidence, and such other relief as the Court deems just and proper.

Respectfully submitted,

**TAYLOR, STAFFORD, CLITHERO
& HARRIS LLP**

By: /s/ Monte P. Clithero

Monte P. Clithero

Missouri Bar No.: 27248

mclithero@taylorstafford.com

Shane C. Rader

Missouri Bar No.: 72975

srader@taylorstafford.com

3315 E. Ridgeview, Suite 1000

Springfield, Missouri 65804

(417) 887-2020

(417) 887-8431 (fax)

COUNSEL FOR PLAINTIFF